

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

STERETT CRANE & RIGGING, LLC

and

Case 25-CA-237121

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 181, a/w
INTERNATIONAL UNION OF OPERATING
ENGINEERS, AFL-CIO

Derek A. Johnson, Esq.,
for the General Counsel.
J. Sale Gordon, Esq.
(*Gordon Law Offices*),
for the Respondent.

DECISION

STATEMENT OF THE CASE

KIMBERLY R. SORG-GRAVES, Administrative Law Judge. On March 4, 2019, International Union of Operating Engineers, Local 181, a/w International Union of Operating Engineers, AFL-CIO filed Case 25-CA-237121 with Region 25 (Region) of the National Labor Relations Board (Board) alleging that Sterett Crane & Rigging, LLC (Respondent) failed and refused to provide information relevant to Local 181's duty as the bargaining representative of certain of Respondent's employees in violation of Section 8(a)(5) and (1) of the National Labor Relations Act (Act). On June 28, 2019, the Region issued the complaint in this matter. (GC Exh. 1(c)).¹

I heard this matter on November 7, 2019, in Evansville, Indiana, and I afforded all parties a full opportunity to appear, introduce evidence, examine and cross-examine witnesses, and argue

¹ Abbreviations used in this decision are as follows: "Tr." for the Transcript, "GC Exh." for the General Counsel's exhibits, "GC Brief" for General Counsel's posthearing brief, "R. Exh." for Respondent's exhibits, and "R. Brief" for Respondent's posthearing brief. Specific citations to the transcript and exhibits are included where appropriate to aid review and are not necessarily exclusive or exhaustive. My findings and conclusions are not based solely on the record citations contained in this decision, but rather are based upon my consideration of the entire record for this case.

orally on the record.² General Counsel and Respondent filed posttrial briefs in support of their positions.

After carefully considering the entire record, including my observation of the demeanor of the sole witness and the parties' briefs, I find that Respondent violated the Act by failing and refusing to provide information requested by Local 181 that is relevant to its duties as a bargaining representative of Respondent's employees in violation of Section 8(a)(5) and (1).

FINDINGS OF FACT

I. JURISDICTION AND LABOR ORGANIZATION STATUS

Respondent, Sterett Crane & Rigging, LLC, is a corporation with an office and a place of business in Elberfeld, Indiana where it engages in the rental of cranes and lifts. In conducting its operations during the calendar year prior to the issuance of the complaint, Respondent purchased and received goods valued in excess of \$50,000 directly from points outside the State of Indiana. The parties stipulate, and I find, that Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. (GC Exh. 1(c) and 1(g); Tr. 9.)

Despite its ongoing bargaining relationship with Local 181, Respondent denied knowledge of Local 181's status as a labor organization. (GC Exh. 1(c), par. 3 and 1(e), par. 3.) The undisputed evidence establishes that Local 181 negotiates and enforces collective-bargaining agreements with employers on the behalf of its members regarding their wages, hours and other terms and conditions of work. Local 181 holds monthly union meetings and semi-annual membership meetings, and its members elect new officers every 3 years and vote on contract ratification. (Tr. 21-22.) Accordingly, I find that Local 181 is a labor organization within the meaning of Section 2(5) of the Act. (GC Exh. 1(c) and 1(e).)

Based on the foregoing, I find that this dispute affects commerce, and the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

Respondent rents various types of cranes and lifts to customers and employs crane operators, oilers, mechanics, and other employees needed to service, transport, and operate the cranes and perform the rigging (Unit). (Tr. 23-24; GC Exh. 3, pp. 6-8.) The Unit employees are represented by Local 181 and covered by the Kentucky Building Agreement between Local 181 and the West Kentucky Construction Employers Association to which Respondent has agreed to be bound (CBA). (Tr. 22; GC Exhs. 2 and 3.) The CBA is effective from July 1, 2018 through June 30, 2021.

² On the record, I granted General Counsel's request to amend par. 6(c) of the complaint to read, "Since about March 1, 2019, Respondent, by an agent known to Respondent, in writing, has failed and refused to furnish or delayed in furnishing the Union with the information requested by the Union as described above in par. 6(a). (Tr. 9.)

Carl Dodge (Dodge)³ succeeded Michael Haynes as the district representative for District 5 of Local 181 on September 30, 2019, and before that Dodge worked under Haynes as a business agent for District 5. (Tr. 19–20, 38.) In both positions, he has enforced compliance with the CBA and dispatched union members to perform work covered by the CBA over the last 4-1/2 years. (Tr. 19–20.) Prior to becoming a business agent, Dodge worked as a crane and other heavy equipment operator for Respondent out of Local 181 since 1994. (Tr. 20, 22.)

When Respondent rents cranes to construction companies, it often also supplies a Local 181 operator for the crane. In other situations, a construction company requests a “bare” rental of a crane, meaning that it is renting just the crane and will procure its own operator. Respondent’s past practice has been to use Local 181 mechanics to assemble and disassemble their cranes even in the case of bare rentals. (Tr. 25, 28, 29–30, 38; GC Exh. 3 at p. 6, art. 6, Class A.) Respondent may subcontract Unit work, but the subcontractor must abide by the CBA.⁴

On about January 21, 2019,⁵ Dodge received a call from Local 181 operator Brian Thomas, who had been assigned by Respondent to operate a 10000-crawler crane in Hopkinsville, Kentucky. (Tr. 26, 29; GC Exh. 5.) Thomas reported that he completed the job and Jamon Spore (Spore) was disassembling the 10000-crawler crane. Dodge, not recognizing Spore as a Local 181 member in good standing, asked Thomas to “card” Spore. (Tr. 27.) Dodge referred to a Local 181 member in good standing as a Local 181 card or book carrying member. Thomas reported back to Dodge that Spore did not have a card or book and was not a member of Local 181, and Dodge verified that Spore was not listed in Local 181’s computerized list of members. (Tr. 27, 30.) Thomas also reported to Dodge that Spore said he worked for Sterett and had arrived in a Sterett truck. (Tr. 27, 29.) Also present at the jobsite was another operator from Operators Local 369, who by reciprocal agreement between the locals may work in Local 181’s jurisdiction. The Local 369 member operated a smaller crane to assist in dissembling the 10000-crawler crane that Thomas operated. (Tr. 32.)

At Dodge’s suggestion, Thomas took pictures of the situation and sent them to Dodge. One picture shows that the crane Thomas operated has “Sterett Crane and Rigging” written in large lettering on it. (GC Exh. 4(a); R. Exh. 5.) Another picture shows Spore using a crowbar to reposition a part of the crane in preparation for dissembling the crane. (Tr. 31–32; GC Exh. 4(b); R. Exh. 4.)

Based upon the information he received, Dodge contacted Respondent and eventually spoke with Matt Crisp, who to his understanding dispatched crawler cranes like the 10000 that Thomas operated at the Hopkinsville jobsite for Respondent. (Tr. 34.) Crisp told Dodge that the 10000-crawler crane disassembly had been subcontracted to Trifecta. Dodge recognized Trifecta as a

³ Dodge was the sole witness in this matter. Based upon his straight forward demeanor, corroborative documentary evidence, and the lack of contradictory evidence, I credit his testimony.

⁴ The CBA’s art. 16: Subcontract Clause states: “The Associated member or signed Contractor when subcontracting any portion of the on-site work within the jurisdiction of the Union, agrees he will not subcontract to any person, firm, or corporation, unless the aforesaid person, firm, or corporation performing the subcontracting work in question agrees to observe and be bound by all of the terms and conditions of this Agreement.” (GC Exh. 3 at p. 12.)

⁵ All dates herein refer to 2019 unless otherwise noted.

steel erecting company and later learned that it is “supposedly owned by Sterett Crane and Rigging.” (Tr. 34-35; GC Exh. 5.) Trifecta is not signatory to the CBA. (Tr. 35.)

On January 22, Dodge filed a grievance alleging that Respondent assigned bargaining unit work to Spore. (Tr. 35; GC Exh. 6.) Respondent’s January 23 response appears to admit that Respondent assigned Spore to perform the disassembly work as a “Assembly/Disassembly Manager” as required by Occupational Safety and Health Administration (OSHA) Standard 1926.1404. Respondent denied owning the 10000-crawler crane and stated that it was a bare rental made by Continental Machinery Movers. (GC Exh. 7.) On January 24, Local 181 responded that OSHA does require an Assembly/Disassembly Director to be present and that Spore could have overseen a Local 181 mechanic perform the work and disputed Respondent’s other arguments raised in its January 23 letter. (GC Exh. 8.) Respondent replied again on January 31 and further stated its disagreement with Local 181’s position.

B. The Information Request

On February 28, Local 181 by counsel sent Respondent a letter explaining that due to contradictory statements made by Respondent in response to Local 181’s inquiry into Spore disassembling the 10000-crawler crane and the contractors involved, Local 181 requested the following information:

1. Please provide the name and contact information of the contractor which you refer together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records, and other instructional or billing instructions to the same within the custody and control of Sterett Crane⁶ & Rigging.
2. Please provide the same information regarding that contractor between Sterett Crane & Rigging and Sterett Equipment.
3. Please provide the same information between Sterett Equipment and Trifecta Steel. Please provide the ownership and the names of the ownership and controlled groups for Sterett Equipment, Sterett Crane & Rigging and Trifecta Steel.
4. Please provide a description of the work done by Sterett Crane & Rigging, full descriptions of the type and scope of work of Sterett Crane & Rigging, Sterett Equipment and Trifecta Steel.
5. Please provide in the last 2 years, all instances wherein Sterett Equipment provided an operator for equipment for which it rented, the names of those referrals, whether or not those referrals were within bargaining unit represented by Local 181.
6. Please provide all evidence that you have that the crane Jamon Spore disassembled on the Hopkinsville Kentucky site was a crane owned by that contractor.

The letter also stated that request was to “ascertain information and request documents in order to review the grievance and assure that the Union has accurate information in moving forward with its obligation to police its collective bargaining agreements.” (GC Exh. 10.)

On March 1, Respondent acknowledged receiving Local 181’s information request, but refused to provide the information until the parties resolved the issue as to whether the CBA

⁶ Throughout the information request letter the word “crane” is spelt “crain” and has been corrected herein.

required Respondent to use Local 181 mechanics to perform the assembly/disassembly work. (GC Exh. 11.)

On March 4, Local 181 responded, noting that Respondent refused to provide the information. (GC Exh. 12.) Also, on March 4, Local 181 filed the charge in this case. (GC Exh. 1(a).)

5 On March 8, Respondent denied that it pre-emptively refused to provide the information but reiterated that the CBA dispute resolution process “would take place before any response would be necessary.” (GC Exh. 13.)

10 Respondent’s March 1 letter stated that Respondent would request a Joint Committee meeting pursuant to the second step of the CBA’s grievance procedure. The Association of General Contractors (AGC) schedules the joint committees, which consists of an equal number of AGC representatives and union representatives. For unclear reasons the joint committee meeting was delayed by the AGC until about June 12. The joint committee was unable to resolve the grievance, so it was referred to an arbitrator. (GC Exh. 16.)

15 At the joint committee meeting, Respondent provided Local 181 with some documents responsive to the information request. (Tr. 56-57; GC Exh. 14.) The documents consist of:

- a rental contract between Sterett Equipment Company and Eastern Constructors Inc. for the bare rental of a Manitowoc 10000 crane and an assist crane for assembly/disassembly for the Hopkinsville jobsite and a lump sum amount for the assembly/disassembly, signed by Matt Crisp, the dispatcher who Dodge understood worked for Respondent and with which Dodge originally spoke about the dispute. (Tr. 47; GC Exh. 14, p. 1-7.)
- 20 -- a bare rental contract for the Manitowoc 10000 between Sterett Equipment Company and Continental Machinery Movers signed by Matt Crisp on the behalf of Sterett Equipment Company. (GC Exh. 14, p. 8-14.)
- 25 -- a contract between Sterett Equipment Company for an operator for the Manitowoc 10000 crane. (GC Exh. 14, p. 15-16.)
- Sterett Crane & Rigging, LLC time sheets for Brian Thomas. (GC Exh. 14, p. 17-22.)
- the Commonwealth of Kentucky, Secretary of State Certificate of Authority (Foreign Business Entity) for Sterett Equipment Company, LLC. (GC Exh. 14, p. 23-24.)

30 A couple days later, Respondent provided Local 181 with a copy of the employment offer given to Jamon Spore for the assembly/disassembly manager position at Sterett Equipment Company. (GC Exh. 15.) As of the date of the hearing, Respondent had not provided Local 181 with additional information.

35 Based upon the record evidence, Respondent has not claimed that it is not in possession or control of the requested information.

ANALYSIS

A. Overview of the Law

The Board recently set forth an overview of its precedent concerning information requests:

[E]mployers have a duty to provide, upon request of the union, information that is

relevant and necessary to the union's performance of its duties as the exclusive collective-bargaining representative of the employees in the unit. *Cowles Communications, Inc.*, 172 NLRB 1909, 1909 (1968). Information related to terms and conditions of employment of bargaining-unit employees is presumptively relevant. *Southern California Gas Co.*, 344 NLRB 231, 235 (2005). If the requested information does not involve the bargaining unit, the union bears the burden of establishing the relevance of the information. *Id.* The union can satisfy this burden by showing that "there is a logical foundation and a factual basis for its information request. The standard to be applied in determining the relevance of information relating to nonunit employees is, however, a liberal 'discovery type standard.'" *Postal Service*, 310 NLRB 391, 391 (1993) (quoting *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967)). The Board only needs to find that the requested information is probably relevant. *Id.* at 391-392. Moreover, the union's burden of proving the relevance of information about nonunit employees is not exceptionally heavy. *Leland Stanford Junior University*, 262 NLRB 136, 139 (1982), *enfd.* 715 F.2d 473 (9th Cir. 1983).

Tegna, Inc. d/b/a KGW-TV, 367 NLRB No. 71, at slip op. 2 (2019). The requesting party does not have to rely on bald assertions when documents and other responsive information are in the control of the responding party, absent a viable exception. See *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 153 (1956); *Pioneer Pearl Button Co.*, 1 NLRB 837, 842-843 (1936). An employer is obligated to supply information necessary for a bargaining representative to administer and police an existing collective-bargaining agreement. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-438.

The Board has also found an employer's unjustified delay in providing relevant information requested by a union to be a violation of Section 8(a)(5) and (1) of the Act. A "[u]nion is entitled to the information at the time it made its initial request, [and] it was [the employer's] duty to furnish it as promptly as possible." In *Re Amersig Graphics, Inc.*, 334 NLRB 880, 885 (2001), quoting *Pennco, Inc.*, 212 NLRB 677, 678 (1974). See also *Naperville Jeep/Dodge*, 357 NLRB 2252 (2012), *enfd.* 796 F.3d 31 (D.C. Cir. 2015); *Woodland Clinic*, 331 NLRB 735 (2000) (providing the requested information 1 day before the employer declared an impasse in negotiations after an unexplained 7 week delay was unlawful); *Bundy Corp.*, 292 NLRB 671 (1989) (finding a 2-1/2-month unjustified delay in providing information needed to prepare for contract negotiations unlawful).

B. The Parties Positions

For the most part, Respondent has not waived from its initial position that it has no duty to supply Local 181 with the requested information unless the Local 181 prevails in arbitration on its argument that assembly/disassembly is mechanics' work. Respondent contends that it only has a duty to provide information relevant to arbitrating the issue of whether mechanics' work under the CBA covers assembly/disassembly work. Respondent also contends that its processing of the grievance shows that it is bargaining in good faith with Local 181 and asserts that Local 181 is not acting in good faith by insisting upon receiving documentation about employers that

are not signatory to a contract with Local 181.⁷ Respondent provides no citation to any case law or regulation to support its positions.

General Counsel and Local 181 make no assertions that Respondent has not complied with its contractual duties to process the grievance. They assert that Respondent has failed to provide or
 5 timely provide Local 181 with the requested information that is relevant and necessary for Local 181 to fully evaluate its position and to defend the grievance if it determines to proceed to arbitration and to otherwise police the CBA. General Counsel relies upon *KGW-TV* and cases cited therein. General Counsel also cites cases finding that delays in providing available relevant information violates Section 8(a)(5) and (1) of the Act.

10 *C. Application of the Law*

I find that the information requested by Local 181 was relevant and necessary to its duty to police the CBA and to determine if and how to proceed with the current grievance. I first note that Respondent has not denied that it is in possession or control of the requested information. The requested information does not directly concern bargaining unit members or their terms and
 15 conditions of work, and therefore, is not presumptively relevant. For Respondent to have the duty to provide the information Local 181 must show that the requested information is “probably” relevant to its duty to police the CBA or represent the bargaining unit members.

To show that the requested information is relevant and necessary for Local 181 to meet its obligations to represent the Unit members, Local 181’s must show that “there is a logical
 20 foundation and a factual basis for its information request.” *Postal Service*, supra at 391. When asked to explain the individual requests Dodge reiterated the information that Local 181 received from Thomas and Respondent. This piecemeal and sometimes contradictory information was insufficient for Local 181 to assess Respondent’s and its subcontractors’ compliance with the CBA.

Most significantly, Respondent never provided information or documentation in response to Local 181’s 6th request for information about who owns the 10000-crawler crane with Respondent’s name on the side of it. Therefore, Respondent has not provided information that explains why Sterett Equipment was renting out the 10000-crawler crane which based upon the
 25 circumstances appeared to be Respondent’s crane. Matt Crisp, who signed the Sterett Equipment contracts initially told Dodge that the contracts for the 10000-crawler crane were through Trifecta Steel. Dodge, who had not been aware of Sterett Equipment and Trifecta Steel, learned that they are sister companies to Respondent. I find that these facts establish a logical foundation and a factual basis for Local 181’s information requests.

Based on the facts available to Local 181 and the CBA provisions requiring Respondent and
 35 any subcontractor of Respondent to utilize Local 181 members to perform certain work, the information requested was relevant and necessary to verify who owned the 10000-crawler crane

⁷ I note here that many of the factual assertions in Respondent’s brief are not supported by the record. For example, the timeline set out in Respondent’s brief lists June 12 as the date of the grievance hearing and June 15 as the date when Respondent provided additional information. While these dates may be accurate, the record contains no evidence of these exact dates. (R. Br. at p. 2.) Respondent’s brief also mentions statements allegedly made to Local 181’s legal counsel but there is no evidence of record to confirm these assertions.

with Respondent's name on it, how it came to be rented to the construction companies on the Hopkinsville jobsite, and whether Local 181 has an argument that its members had a contractual right to certain work involving the crane. This same analysis is arguably applicable to the subcontracting or other means of assigning unit work to other entities by Respondent, and therefore, warrants the requests for information about the relationship between Respondent and Sterett Equipment and Trifecta Steel and subcontracting or assigning of work between Respondent and these entities.

Respondent asserts that Local 181 must first prevail in arbitrating whether crane assembly/disassembly is mechanics' work under the CBA before it is privileged to receive all the requested information. Such a position prevents Local 181 from having information that is probably relevant and necessary for it to determine whether to pursue the grievance to arbitration. If the 10000-crawler crane is not connected to Respondent in any way, then Local 181 may determine to withdraw the grievance short of arbitration, even if, the issue of whether crane assembly/disassembly is mechanics' work under the CBA remains unresolved.

Respondent also contends that the requests are overly broad because they require the production of information from parties that are not signatory to the CBA. The factual circumstances establish that the requested information is probably relevant to Local 181's duty to police the CBA and that Respondent has a duty to provide the information. I further note that the first request limits the information sought to the contractor to which Respondent referred in its communications about the work performed at the Hopkinsville jobsite and that which is "within the custody and control of Sterett Crane & Rigging." The second and third requests refer to the first request and are thus also specifically limited to information within the custody and control of Respondent. The fourth and fifth requests also seek information about the type of work performed by these three companies and whether unit members have been assigned to operate equipment rented by Sterett Equipment. Based upon the evidence, it appears possible that Respondent subcontracted cranes to Sterett Equipment, Trifecta Steel, and/or another contractor or assigns crane and rigging work to these companies; therefore, I find the information requested meets the standard of "probably" relevant to Respondent's ability to verify the claims of Respondent in order to police the CBA and/or process the grievance.

The third request also asks for the "names of the ownership and controlled groups for Sterett Equipment, Sterett Crane & Rigging and Trifecta Steel." Respondent provided this information for Sterett Equipment at the joint committee meeting and asserts that Local 181's attorney was informed that such information is available to the public on the Commonwealth of Kentucky, Secretary of State website. (R. Br. at p. 4.) Dodge, the sole witness, stated that he was unaware of any such statement by Respondent representatives and no documentary evidence establishes that Local 181 was told where to access this information. (Tr. 80.) Nor does Respondent cite any case law that it is excused from providing relevant information under such circumstances.

As noted above, Respondent failed to furnish any of the requested information until the joint committee meeting almost 3-1/2 months after it was requested with no explanation for the delay other than its reticence in providing the information. As discussed above, Local 181 was "entitled to the information at the time it made its initial request," and Respondent had a "duty to furnish it as promptly as possible." Providing some of the requested information at the joint committee meeting, the last grievance procedure step before arbitration, disadvantaged Local 181 in its ability to fully prepare for the meeting. Even if the information would not have

assisted Local 181 in processing the grievance, Local 181 had the right to come to that conclusion by reviewing the information in advance of the meeting.

Thus, I find that Respondent failed and refused to provide some information and failed to provide in a timely manner other information requested by Local 181 that is relevant and necessary to Local 181's duty as the bargaining representative of the Unit.

CONCLUSIONS OF LAW

1. Sterett Crane & Rigging, LLC (Respondent) is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. International Union of Operating Engineers, Local 181, a/w International Union of Operating Engineers, AFL-CIO (Union) is a labor organization within the meaning of Section 2(5) of the Act.
3. Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to furnish in a timely manner the following information to the Union:
 - (i) The name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.
 - (ii) The same information regarding the contractor between Respondent and Sterett Equipment.
 - (iii) The same information between Respondent and Trifecta Steel, the ownership and names of the ownership and control groups for Sterett Equipment, Respondent, and Trifecta Steel.
 - (iv) A description of the work done by Respondent, full descriptions of the type and scope of work of Sterett Equipment, the Employer, and Trifecta Steel.
 - (v) The last two years, all instances wherein Sterett Equipment provided an operator for equipment for which it rented, the names of those referrals, whether or not those referrals were within the bargaining unit represented by the Union.
 - (vi) All evidence that Respondent had that the crane Jamon Spore disassembled on the Hopkinsville, Kentucky site was a crane owned by that contractor.
4. The aforementioned unfair labor practices by the Respondent affected commerce within the meaning of Section 2(6) and (7) of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended.⁸

⁸ If no exceptions are filed as provided by Sec. 102.48 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, Sterett Crane & Rigging, LLC, Owensboro, Kentucky its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain in good faith with International Union of Operating Engineers, Local 181, a/w International Union of Operating Engineers, AFL-CIO (Union) by failing and refusing to furnish in a timely manner information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of Respondent's unit employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Furnish to the Union in a timely manner the following information requested by the Union on February 28, 2019:

(i) As it relates to Sterett Equipment, the name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.

(ii) As it relates to Trifecta Steel, the name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.

(iii) The ownership and names of the ownership and control groups for Sterett Crane & Rigging and Trifecta Steel.

(iv) A description of the work done by Respondent, full descriptions of the type and scope of work of Respondent, Sterett Equipment, and Trifecta Steel.

(v) The last two years, all instances wherein Sterett Equipment provided an operator for equipment for which it rented, the names of those referrals, whether or not those referrals were within the bargaining unit represented by the Union.

(vi) All evidence that Respondent had that the crane Jamon Spore disassembled on the Hopkinsville, Kentucky site was a crane owned by that contractor.

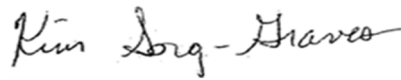
(b) Within 14 days after service by the Region, post at its Elberfeld, Indiana, and Owensboro, Kentucky, facilities copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 25, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed

by the Respondent at any time since February 28, 2019.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 25 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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Dated, Washington, D.C. January 21, 2020

A handwritten signature in cursive script, reading "Kim Sorg-Graves".

Kimberly Sorg-Graves
Administrative Law Judge

10

APPENDIX

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT
FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with the International Union of Operating Engineers, Local 181, a/w International Union of Operating Engineers, AFL-CIO (the Union) by failing and refusing to furnish in a timely manner information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL furnish to the Union in a timely manner the following information requested by the Union on February 28, 2019:

- (1) As it relates to Sterett Equipment, the name and contact information of the contractor on the Hopkinsville job referred to by us together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records, and other instructional or billing instructions to the same within our custody.
- (2) As it relates to Trifecta Steel, the name and contact information of the contractor on the Hopkinsville job referred to by us together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records, and other instructional or billing instructions to the same within our custody.
- (3) The ownership and names of the ownership and control groups for Sterett Crane & Rigging and Trifecta Steel.
- (4) A description of the work done by Sterett Crane & Rigging, full descriptions of the type and scope of work of Sterett Crane & Rigging, Sterett Equipment, and Trifecta Steel.
- (5) The last 2 years, all instances wherein Sterett Equipment provided an operator for equipment for which it rented, the names of those referrals, whether or not those referrals were within the bargaining unit represented by the Union.

- (6) All evidence that Respondent had that the crane Jamon Spore disassembled on the Hopkinsville, Kentucky site was a crane owned by that contractor.

Sterett Crane & Rigging, LLC
(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov

Minton-Capehart Federal Building
575 N. Pennsylvania Avenue, Room 238, Indianapolis, IN 46204-1577
(317) 226-7381, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at <https://www.nlr.gov/case/25-CA-237121> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (317) 991-7644.